

IN THE UNITED STATES DISTRICT COURT FOR THE
MIDDLE DISTRICT OF GEORGIA
MACON DIVISION

TAMRELL E. HAYES,

Plaintiff,

vs.

HOUSTON COUNTY SCHOOL
DISTRICT, GEORGIA

Defendant.

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Case No. 5:21-cv-00322-MTT

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This is an Agreement and General Release (the "Agreement") between the Houston County School District (hereinafter "HCSD") and Tamrell E. Hayes (hereinafter "Plaintiff") and, collectively referred to herein as the "Parties" or singularly a "Party", in order to forever resolve and settle any and all disputes between the Parties arising from and as a result of Plaintiff's employment with HCSD and any other matters that are or could be the subject of dispute among the Parties set forth in that certain lawsuit pending in the United States District Court for the Middle District of Georgia, Civil Action File No. 5:21-cv-00322-MTT, alleging violations of the Americans of Disabilities Act ("ADA"), 42 USC § 12101 et seq., § 504 Rehabilitation Act of 1973 ("Rehab Act"), 29 USC § 794 et seq., and also to settle and release any current, future or pendant state law claims.

The Parties through this Settlement Agreement and General Release desire to fully and finally resolve all claims that Plaintiff has brought or could have brought regarding her employment with and termination of employment from HCSD.

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	EXHIBIT NO.	
	IDENTIFICATION/EVIDENCE	
	DKT.#	
DATE:		

The Parties understand and agree that this Agreement is voluntarily entered into to resolve the differences of the Parties without any admission of liability or any finding or admission that Plaintiff's rights were in any way violated, and to avoid the time and cost of continued litigation.

In consideration of the mutual promises contained herein, and other good and valuable consideration as recited herein, the receipt and adequacy of which are hereby acknowledged, it is hereby agreed as follows:

1.

HCSD will pay the sum of Forty Thousand Dollars (\$40,000.00) in full and complete settlement of all claims. Plaintiff shall receive this settlement in one (1) lump sum payment, disbursed in two (2) checks in the amount of Twenty-Six Thousand Two Hundred and Sixty-Five Dollars (\$26,265.00) made payable to Plaintiff, Tamrell E. Hayes, for which she will receive a 1099, and Thirteen Thousand Seven Hundred and Thirty-Five Dollars (\$13,735.00) payable Charles E. Cox, Jr., her attorney, for which he will receive a 1099. The check shall be delivered via overnight mail within three (3) business days of defense counsel's receipt of settlement funds and receipt of an executed copy of this Agreement by Plaintiff and her attorney, along with a fully executed Stipulation of Dismissal with Prejudice by Plaintiff's attorney and defense counsel executing same originally or by express permission. Plaintiff agrees to indemnify and hold HCSD harmless against any claims, assessments, penalties, liens or judgments that may be asserted or levied against HCSD for liability for unpaid taxes associated with all or any portion of this settlement payment. It is understood by Plaintiff that neither HCSD nor any of its representatives have made any representations regarding the legal or tax consequences of this Agreement.

2.

HCSD will provide Plaintiff with a ten-year service pin and a letter from Superintendent, Dr. Mark Scott.

3.

Upon execution of this Agreement by Plaintiff, Plaintiff will file a Stipulation of Dismissal with Prejudice with the Judge assigned to the above captioned action.

4.

Plaintiff agrees that she shall not be considered as the prevailing Party for any purpose, including but not limited to, entitlement to costs or attorney's fees, under statute or otherwise.

5.

Plaintiff agrees that in consideration of the promises set forth herein, she will, and hereby does, forever and irrevocably release and discharge HCSD, its Board of Education, Superintendent, Staff, and employees, (the "Releasees") appertaining to the facts and circumstances arising from the allegations in the above captioned lawsuit, Civil Action File No. 5:21-CV-00322-MTT, and any act, occurrence, or transaction on or before the date of this Agreement. This is a general release and Plaintiff expressly and acknowledges that this Agreement includes, but is not limited to, her intent to release HCSD and the other named Releasees from any claims under Title 7 of the Civil Rights Act of 1964, 42 USC § 2000 et seq., as amended, the Age Discrimination in Employment Act (ADEA), Americans of Disabilities Act ("ADA"), 42 USC § 12101 et seq., § 504 Rehabilitation Act of 1973 ("Rehab Act"), 29 USC § 794 et seq., and any other law as alleged in the above captioned lawsuit, Civil Action File No. 5:21-CV-00322-MTT. Further, Plaintiff releases and waives any and all

right, claim or demand to back pay, front pay or employment benefits. This release does not cover any retirement benefits to which she is entitled through the Teacher Retirement System of Georgia.

6.

Plaintiff has fully reviewed the terms of this Agreement with her attorney and further acknowledges and agrees that she has been provided with as much time as Plaintiff desires to deliberate whether this Agreement is signed, but no less than twenty-one days, at her election.

7.

Based upon this review and deliberation, Plaintiff hereby acknowledges that she fully and completely understands and accepts the terms, conditions, nature, and effects of this Agreement, which she has legally and voluntarily executed and authorizes the execution and filing of a Joint Stipulation of Dismissal with Prejudice by her attorney. Nothing in this Agreement prevents, or is intended to prevent, Plaintiff from filing a charge of discrimination with the EEOC or other Federal Agency or with a state civil rights agency. However, Plaintiff covenants that in the event she files such a claim for any event occurring prior to execution of this Agreement, she disclaims, waives and forgoes the right to seek or recover money damages from such a filing. Further, Plaintiff agrees that in the event she files any claim, lawsuit, proceeding or in any other manner seeks to invalidate any provision of this Agreement, Plaintiff will be required to immediately return any and all amounts previously paid to her pursuant to the terms of this Agreement.

8.

This Agreement shall in all aspects be interpreted, enforced, and governed under the laws of the State of Georgia and the United States of America, as applicable. The language

of all parts of this Agreement shall in all cases be construed as a whole, according to its fair means, and not strictly for or against any of the Parties. Should any provision of this Agreement be declared or determined by any court or agency to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

9.

The Parties agree that this Agreement shall be binding upon and inure to the benefit of the assigns, heirs, executors, and administrators of Plaintiff, and the successors of the Houston County Board of Education, its employees and staff.

10.

The Parties further agree that this Agreement contains the entire agreement and understanding of the Parties, that there are no additional promises or terms among the Parties other than those contained herein, and that this Agreement shall not be modified except in writing, signed by both Parties.

11.

Plaintiff represents that she has read this agreement, that she understands all of its terms and that she enters into this agreement voluntarily and with acknowledge of its effect.

This _____ day of _____, 2022.

_____(SEAL)
TAMRELL E. HAYES

Approved as to form and content:

By: _____
Charles E. Cox, Jr.